

PRODUCT: 2 boxes containing 200 ampuls of *water for injection* at Chicago, Ill.
LABEL, IN PART: (Box) "100 Ampuls 10 cc. size Water U. S. P. Distilled for Ampuls Sterile."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be and was represented as "Water for Injection," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fell below the official standard since it was contaminated with undissolved material.

DISPOSITION: November 9, 1944. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1772. Adulteration of tincture of nux vomica. U. S. v. 10 Bottles of Tincture Nux Vomica. Default decree of condemnation and destruction. (F. D. C. No. 16385. Sample Nos. 11383-H, 11394-H.)

LABEL FILED: June 18, 1945, District of Maine.

ALLEGED SHIPMENT: On or about April 25 and May 24, 1945, by Brewer & Co., Inc., from Worcester, Mass.

PRODUCT: 10 1-pint bottles of *tincture of nux vomica* at Portland, Maine. Analysis showed that each 100 cc. of the product yielded 0.18 gram of strychnine.

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be and was represented as "Tincture of Nux Vomica," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its strength differed from the official standard since the article yielded, from each 100 cc., more than 0.125 gram of strychnine, the maximum permitted by the Pharmacopoeia.

DISPOSITION: July 23, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1773. Adulteration and misbranding of isopropyl alcohol. U. S. v. 25 Gross Bottles of Isopropyl Alcohol. Default decree of condemnation and destruction. (F. D. C. No. 16296. Sample No. 4089-H.)

LABEL FILED: May 24, 1945, Eastern District of Pennsylvania.

ALLEGED SHIPMENT: On or about March 21, 1945, by the Greenpoint Laboratories, Inc., from New York, N. Y.

PRODUCT: 25 gross bottles of *isopropyl alcohol* at Philadelphia, Pa. Examination showed that the product contained not more than 62.8 percent by volume of isopropyl alcohol, and that the bottle was short volume.

LABEL, IN PART: "Greenco Isopropyl Alcohol Bathing Compound 70% * * * Contents 16 Fl. Ozs."

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it was represented to possess, namely, isopropyl alcohol 70%.

Misbranding, Section 502 (b) (2), the article failed to bear a label containing an accurate statement of the quantity of the contents.

DISPOSITION: September 18, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1774. Adulteration of rubbing alcohol. U. S. v. 9 Cases and 36 Cases of Rubbing Alcohol. Default decrees ordering the destruction of a portion of the product and the delivery of the remainder to a local hospital. (F. D. C. Nos. 16472, 16996. Sample Nos. 25549-H, 27822-H.)

LABELS FILED: June 20 and August 7, 1945, Eastern District of Washington and District of Utah.

ALLEGED SHIPMENT: On or about March 23 and July 8, 1945, from Oakland, Calif., by the Lura-Glo Laboratories.

PRODUCT: 9 cases and 36 cases of *rubbing alcohol* at Yakima, Wash., and Salt Lake City, Utah, respectively. Analysis showed that the article in the two shipments contained, respectively, approximately 30 percent and 35 percent by volume of isopropyl alcohol.

LABEL, IN PART: "L. G. Rubbing Compound Isopropyl Alcohol 70% by Volume 1 Pint."

NATURE OF CHARGE: Adulteration, Section 501 (c), the strength of the article differed from that which it was represented to possess, namely, isopropyl alcohol 70 percent.

DISPOSITION: August 7 and October 5, 1945. No claimant having appeared, judgments were entered ordering that the Washington lot be delivered to a local hospital and that the Utah lot be destroyed.

1775. Adulteration and misbranding of adhesive gauze bandage. U. S. v. 6¼ Gross Packages of Adhesive Gauze Bandage. Default decree of condemnation and destruction. (F. D. C. No. 16309. Sample No. 4611-H.)

LIBEL FILED: June 1, 1945, Middle District of Pennsylvania.

ALLEGED SHIPMENT: January 24, 1945, by the World Merchandise Exchange, from New York, N. Y.

PRODUCT: 6¼ gross packages of *adhesive gauze bandage* at Harrisburg, Pa.

LABEL, IN PART: "Home-aid Brand 8 Adhesive Strips For Home, Factory and Sport Use."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be a drug, "Adhesive Absorbent Gauze [Adhesive Absorbent Compress]," the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fell below the official standard since it was not sterile but was contaminated with living micro-organisms.

Misbranding, Section 502 (g), the article was not packaged as is prescribed in the United States Pharmacopoeia, since that compendium provides that "Each Adhesive Absorbent Gauze is packaged individually in such manner that sterility is maintained until the individual package is opened. One or more individual packages are packed in a second protective container."

DISPOSITION: September 20, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

1776. Adulteration and misbranding of prophylactics. U. S. v. 500 Gross of Prophylactics (and 9 other seizure actions against prophylactics). Default decrees of condemnation and destruction. (F. D. C. Nos. 14928, 15235, 15239, 15240, 15292, 15380, 15454, 15456, 16228, 16255, 16976. Sample Nos. 97657-F, 6321-H, 6323-H, 10225-H, 18588-H, 18826-H, 20731-H, 22115-H, 23219-H, 23221-H, 23224-H, 23225-H, 23708-H, 23717-H, 24184-H.)

LIBELS FILED: Between January 2 and August 13, 1945, District of Minnesota, Eastern and Western Districts of Missouri, Southern District of New York, Eastern District of Louisiana, Southern District of Texas, and Western District of Pennsylvania.

ALLEGED SHIPMENT: Between November 25, 1944, and May 2, 1945, by the Killashun Sales Division, from Akron, Ohio.

PRODUCT: *Prophylactics*, 654½ gross at Minneapolis, Minn., 249 gross at St. Louis, Mo., 50 gross at New York, N. Y., 250 gross at New Orleans, La., 419 gross at Houston, Tex., 40 gross at Pittsburgh, Pa., 32 gross at Kansas City, Mo., and 42¾ gross at Springfield, Mo. Examination of samples of the product disclosed that a number were defective in that they contained holes.

LABEL, IN PART: "Xcello's Prophylactics," or "Silver-Tex Prophylactics."

NATURE OF CHARGE: Adulteration, Section 501 (c), the quality of the article fell below that which it purported and was represented to possess.

Misbranding, Section 502 (a), the label statement "Prophylactics" was false and misleading as applied to an article containing holes.

DISPOSITION: Between March 8 and October 3, 1945, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

DRUGS AND DEVICES ACTIONABLE BECAUSE OF FALSE AND MISLEADING CLAIMS*

1777. Misbranding of Clover Blossom Honey. U. S. v. Harold L. Pagel (Clover Blossom Honey Co.). Plea of guilty. Fine, \$500. (F. D. C. No. 15577. Sample No. 81808-F.)

LIBEL FILED: August 3, 1945, Middle District of Pennsylvania, against Harold L. Pagel, trading as the Clover Blossom Honey Co., Wilkes-Barre, Pa.

ALLEGED SHIPMENT: On or about June 7, 1944, from the State of Pennsylvania into the State of Connecticut.

NATURE OF CHARGE: Misbranding, Section 502 (a), certain statements in an accompanying booklet entitled "Home Remedies Use Only Clover Blossom

*See also Nos. 1752-1760, 1764, 1766-1769, 1776.